

ADDENDUM# 1
PARTIAL ROOF REPLACEMENT AT WEBSTER HILL SCHOOL

Bid # 6185F

March 29, 2011

Dear Vendors:

The Contract Bidding Documents pursuant to Bid # 6185F are hereby revised as follows:

1. ADD NOTE to drawing A-1:

FM GLOBAL APPROVED, 1-1/2" DEEP, WIDE RIB, 20 GAGE, GALVANIZED METAL DECK.

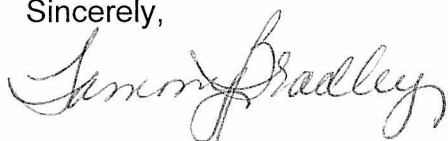
2. Appendix C: Partial Roof Plan with Simple Location Diagram for Asbestos Abatement:

- a. Contractor shall be responsible for the removal of asbestos per the attached Appendix C. Contractor shall be responsible for proper disposal of any asbestos materials.**

3. Updated Insurance Exhibit: Contractor shall provide insurance to meet the attached Insurance Exhibit.

Thank you for your patience, time and consideration.

Sincerely,



Tammy Bradley, CPM, C.P.P.B.
Sr. Buyer

Enclosures

C: Mike Longo, Facilities Manager
Mark Welch, Oak Park Architects



TOWN OF WEST HARTFORD 50 SOUTH MAIN STREET
TOWN OF WEST HARTFORD, CT 06107-2431
(860) 561-7470 FAX: 561-7492



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APPENDIX C

PARTIAL ROOF PLAN WITH SAMPLE LOCATION DIAGRAM

SIDE-A (STREET SIDE)

KEY:

1/06 AH 10 = NON-ASBESTOS
CONTAINING
SAMPLE LOCATION
AND NUMBER

1/06 AH 12 = ASBESTOS
CONTAINING
SAMPLE LOCATION
AND NUMBER

AREA 1

1/06 AH 17

1/06 AH

01,04,07

AREA 3

1/06 AH

03,06,09

AREA 2

1/06 AH 16

1/06 AH

02,05,08,

10,13,16

**AIR
HANDLER**

1/06 AH 12

PARTIAL ROOF PLAN WITH
SAMPLE LOCATION DIAGRAM

NOT TO SCALE

SIDE-C

SHEET NO.

FP-1

SHEET 1 OF 1



EAGLE ENVIRONMENTAL, INC.

DATE: 1/11/11
PROJECT NO.: 10-251.12
DRAWN BY: MR
REVIEWED BY: AR

531 NORTH MAIN STREET
BRISTOL, CONNECTICUT 06010
860-589-8257

ASBESTOS CONTAINING MATERIALS INSPECTION
WEBSTER HILL SCHOOL ROOF
125 WEBSTER HILL BOULEVARD, WEST HARTFORD, CT
PARTIAL ROOF PLAN WITH SAMPLE LOCATION DIAGRAM

TAB.
ASBESTOS CONTAINING MATERIALS
SUMMARY TABLE
WEBSTER HILL SCHOOL
125 WEBSTER HILL BOULEVARD
WEST HARTFORD, CONNECTICUT

LOCATION(S)	MATERIAL TYPE	SAMPLE NUMBER	CLASS	BULK SAMPLE ANALYSIS RESULTS				QUANTITY	F/NF
				PLM	PLM PC	TEM NOB	ACM		
Roof-Area 2	Original edge flashing cement at roof wall junction under roof shingles	1-6-AH-16	MISC	12% Chrys.			YES	115 SF	NF
		1-6-AH-17		DNA					
KEY			ANALYTICAL METHODS						
DNA = DID NOT ANALYZE			PLM PC=EPA 600/R-93/116 QUANTITATION 400 POINT COUNT						
NAD=NO ASBESTOS DETECTED			TEM NOB = NEW YORK ELAP 198.4 METHOD						
F = FRIABLE NF = NON-FRIABLE			PLM=EPA 600/R-93/116						
TSI = THERMAL SYSTEMS INSULATION			PS=Previously Sampled						
SURF = SURFACING MATERIAL									
MISC = MISCELLANEOUS MATERIAL									

Tammy Bradley

From: Mark A. Welch AIA [markw@oakparkarchitects.com]
Sent: Monday, March 28, 2011 2:27 PM
To: Tammy Bradley; Michael R. Longo
Subject: Webster Hill Roof Bid Addenda note

Tammy

Could you add the following to the addenda for the project:

ADD NOTE to drawing A-1:

FM GLOBAL APPROVED, 1-1/2" DEEP, WIDE RIB, 20 GAGE, GALVANIZED METAL DECK.

Mark A. Welch, AIA, LEED AP
Principal
OakPark Architects, LLC
312 Park Road
West Hartford, CT 06119
Tel. 1-860-232-6664 x112
Fax 1-860-232-6121
markw@oakparkarchitects.com

INSURANCE EXHIBIT

The Contractor shall procure insurance coverage against claims that may arise from, or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall keep all the required insurance in force continuously pursuant to their responsibility described in this contract, including any and all extensions. The Contractor shall pay all costs, premiums, and audit charges earned and payable under the required insurance.

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance:

The insurance required shall be written for not less than the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the Town from additional limits and coverage provided under the Contractor's policies.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor for performance of work under the contract including, but not limited to, environmental remediation work, waste materials hauling or disposal work. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The limits and coverage requirements may be revised at the option of the Town. The requirements herein shall in no way be construed to limit or eliminate the liability of the Contractor that arises from performance of work under the contract.

1) **Commercial General Liability:**

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

2) **Automobile Liability and Physical Damage Coverage:**

\$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

3) **Umbrella Liability:**

\$2,000,000 per occurrence following form.

4) **Workers' Compensation:**

Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut.

Coverage B / Employer's Liability: limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee.

If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the

Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.

5) **Personal Property:**

"All risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000. The Contractor agrees that the Town will not assume any responsibility for the Contractor's personal property.

6) **Contractor's Pollution Coverage:**

\$3,000,000 per occurrence **project specific** limit / \$3,000,000 aggregate dedicated to work performed under this contract only, unless otherwise approved by the Town's Risk Manager. **Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs, defense costs, contractual liability and completed operations for all work performed by or on behalf of the Contractor under the contract (including but not limited to asbestos and lead abatement, drum removal and disposal, demolition, excavation, off-site incineration of soils etc.)** Contractor shall continue to provide completed operations coverage for two (2) years after final completion of the work. Exclusions or limitations affecting work performed must be deleted. Policy form must be "pay on behalf of" rather than "indemnity" and insurance company must have the "right and duty" to defend. Any "insured vs. insured" language must be amended to "named insured vs. named insured" or not apply to "additional insureds". The policy shall not contain any provision or definition that would serve to eliminate third party action over claims for employees of the Contractor. Policy shall state that insolvency or bankruptcy of the insured or the insured's estate will not relieve the insurance company of its obligations

7) **Hazardous Waste Transporter Coverage:**

Any contractor transporting hazardous waste shall have automobile liability coverage written for not less than \$1,000,000 per occurrence or as specified in the Motor Carrier Act of 1980, whichever coverage is greater. The pollution exclusion shall be amended to cover loading, unloading and transportation activities including hauling of waste from the project site to the final disposal location, and non-owned disposal site endorsement (claims-made) with scheduled landfill or provide evidence of insurance from disposal site operator. **Policy shall be endorsed to include the MCS-90 endorsement and the reimbursement provision of the MCS-90 endorsement will be borne by the Contractor.** The Contractor must submit to the Town a list of transfer and disposal sites to be used, along with all warranties, permits evidencing ability to accept the type of waste being delivered, and limits of financial responsibility, including closure/post closure bonds. Contractor must comply with all applicable D.O.T. and E.P.A. requirements.

8) **Pollution Legal Liability:**

\$3,000,000 each loss. The transporter who consolidates, transfers, stores or disposes of waste at any location, a sudden and non-sudden pollution legal liability policy must be provided for on-site and off-site bodily injury, property damage, cleanup costs, and defense costs for the location accepting the waste.

B. Additional Insured Endorsement:

All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.

C. Acceptability of Insurers:

Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Town's Risk Manager.

D. Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Waiver of Subrogation:

Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Town.

F. Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Town thirty (30) days prior to each policy expiration.

G. Aggregate Limits:

If a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. All aggregate limits must be declared to the Town. It is agreed that the Contractor shall notify the Town with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.

H. Deductibles and Self-Insured Retentions:

Contractor must declare any deductibles or self-insured retentions to the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

I. Notice of Cancellation or Nonrenewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Town. Ten (10) days prior written notice shall be given for non-payment of premium

J. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1) **Liability Coverages**

- a) The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self-insurance maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it.
- b) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought.
- c) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town.

K. Verification of Coverage:

The Contractor shall provide the Town with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to: Town of West Hartford, Risk Management Division, 50 South Main Street, West Hartford, Connecticut 06107.

L. Failure to Purchase or Maintain Insurance:

If the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

Initials/ Contractor

Date

Initials/ Town of West Hartford

Date